

CITY COUNCIL REPORT



Meeting Date: July 6, 2016
General Plan Element: *Land Use*
General Plan Goal: *Support a diversity of businesses.*

ACTION

Beer and Wine Store Liquor License Request for Valero 48-LL-2016. To consider forwarding a recommendation of approval to the Arizona Department of Liquor Licenses and Control for a Series 10 (beer and wine store) State liquor license for an existing location and new owner.

OWNER

Emerald Industries, LLC

APPLICANT CONTACT

Randy D. Nations

LOCATION

6842 E Thomas Rd

BACKGROUND

This request is for a Series 10 (Beer and wine store) liquor license. This has been a licensed location since 1972, most recently operating with liquor as Valero.

APPLICANT'S PROPOSAL

The applicant is seeking a favorable recommendation on a Series 10 (beer and wine liquor store) liquor license. This allows a liquor store retailer to sell beer and wine liquors, only in the original package, to be taken away from the premises of the retailer and consumed off the premises.

IMPACT ANALYSIS

Reliability and Location

A.R.S. Section 4-203.A and R19-1-702 Granting a License for a New Owner for a Certain Location.

The capability, qualifications and reliability of the applicant has been shown.

Retail Operation

This owner intends to operate this 2,900 sq. ft. location as a convenience store.

Zoning.

This site is zoned Central Business District (C-2). The C-2 district allows retail sales as a permitted use.

Public Safety

Police Department: Recommendation No Opposition

Major life safety issues: None noted.

Code Enforcement: There are no current cases of code violations at this time in relation to the liquor license.

Public Notice and Proximity

A.R.S. Section 4-201.B. Petitions from Persons in Close Proximity.

The applicant has maintained the required posting notice for the State mandated 20-day period.

No petitions or protests were received during the 20 (twenty) day posting period.

COUNCIL OPTIONS & STAFF RECOMMENDATION

Council Options

The City Council has the option of recommending approval, disapproval or no recommendation to the Arizona Department of Liquor Licenses and Control.

Staff Recommendation

The City of Scottsdale staff has conducted a review and advises that the license request meets the criteria imposed for determining the capability, qualifications and reliability of the applicant.

Next Steps

The City Council's recommendation of approval, disapproval or no recommendation will be forwarded to the Department of Liquor Licenses and Control for their consideration. If the application is approved by the Department of Liquor Licenses and Control, the applicant should receive their license from the State within 105 days of original application.

RESPONSIBLE DEPARTMENT(S)

Teri Gleason, Planning Specialist, tgleason@scottsdaleaz.gov
Planning and Development Services

Joseph LeDuc, Lieutenant, jleduc@scottsdaleaz.gov
Public Safety Division

Raun Keagy, Neighborhood Planning Director, rkeagy@scottsdaleaz.gov
Planning and Development Services

APPROVED BY



Tim Curtis, AICP, Current Planning Director
480-312-4210, tcurtis@scottsdaleaz.gov

Date 6/10/2016

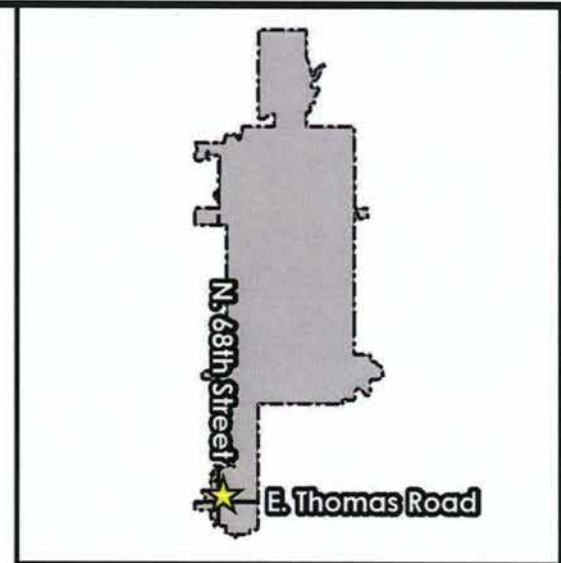


Randy Grant, Director
Planning and Development Services
480-312-2664, rgrant@scottsdaleaz.gov

Date 6/20/16

ATTACHMENTS

- #1: Map
- #2: City of Scottsdale Applicant Questionnaire
- #3: State Application



Valero



Liquor License Questionnaire

Packaged Retail, Wholesale, Manufacturing (Series 1, 2, 3, 4, 9, 10)

Please complete all questions and return within 3 business days.

Name of Business: Valero

Business Address: 6842 E. Thomas Road Scottsdale, Arizona 85251

Type of Business (packaged retail, wholesale, manufacturing): Convenience Store / Gas Station

Total Gross Square Footage of Establishment: 2900 sf

Was liquor sold at this location prior to this application?

☒ Yes

☐ No

If **yes**, what type of license? Series 10 Beer & Wine

Is this business currently open?

☒ Yes

☐ No

If **yes**, is this business operating with an Interim license?

☒ Yes

☐ No

If **no**, what is the proposed opening date? _____

Is this business under construction?

☐ Yes

☒ No

Is this business being remodeled?

☐ Yes

☒ No

Does this business have a drive thru window?

☐ Yes

☒ No

Applicant Narrative:

ARS 4-201-G: In all proceedings before the governing body of a city or town, the Board of Supervisors of a County or the Board, the applicant bears the burden of showing that the public convenience requires and that the best interest of the community will be substantially served by the issuance of this license.

1. I have the capability, qualifications and reliability to hold a liquor license because:

The operating manager of this location has been listed on many liquor licenses in the state and is familiar with liquor laws and compliance.

2. The public convenience requires and the best interest of the community will be substantially served by the issuance of the liquor license because:

This location has been operating as a gas station and convenience store 1993. Our neighbors have become accustomed to getting everything they need in one stop at our location.

3. Please describe your business:

Gas Station/Convenience Store

Planning and Development Services

7447 E. Indian School Road, Suite 105, Scottsdale, AZ 85251 ♦ Phone: 480-312-7000 ♦ Fax: 480-312-7088



Liquor License Questionnaire

Packaged Retail, Wholesale, Manufacturing (Series 1, 2, 3, 4, 9, 10)

Please complete all questions and return within 3 business days.

The City's forwarding of a recommendation to the AZ Department of Liquor Licenses and Control does not waive and is not a substitute for the Licensee's obligation to comply with all state, local and federal laws, policies and regulations applicable to the license. The Recommendation is not a permit or regulatory approval to hold any events or construct or demolish any improvements. Zoning processes, building permit processes, and similar regulatory requirements may apply to Licensee's contemplated improvements and are completely separate from the Recommendation. Licensee shall be responsible to, separate and apart from this Recommendation, directly obtain all necessary permits and approvals from any and all governmental or other entities including the City's having standing or jurisdiction over the subject areas. For more information regarding zoning processes, building permit processes, and similar regulatory requirements and approvals please call 480-312-2611.

Print Name: Randy Nations Signature: *Randy Nations* Date: 5/31/2016

Planning and Development Services

7447 E. Indian School Road, Suite 105, Scottsdale, AZ 85251 ♦ Phone: 480-312-7000 ♦ Fax: 480-312-7088



16 MAY 24 1991 Lic. AM B 57

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

Application for Liquor License
Type or Print with Black Ink

48-LL-2014

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE
A service fee of \$25 will be charged for all dishonored checks (A.R.S. § 44-6852)

SECTION 1 This application is for a:

- ☒ Interim Permit (Complete Section 5)
☒ New License (Complete Sections 2, 3, 4, 13, 14, 15, 16)
☐ Person Transfer (Complete Section 2, 3, 4, 12, 13, 14, 16)
☐ Location Transfer (Bars and Liquor Stores Only)
(Complete Section 2, 3, 4, 11, 13, 14, 16)
☐ Probate/ Will Assignment/ Divorce Decree
(Complete Sections 2, 3, 4, 9, 13, 14, 16)
(Fee not required)
☐ Government (Complete Sections 2, 3, 4, 10, 13, 16)
☐ Seasonal

SECTION 2 Type of Ownership:

- ☐ J.T.W.R.O.S. (Complete Section 6)
☐ Individual (Complete Section 6)
☐ Partnership (Complete Section 6)
☐ Corporation (Complete Section 7)
☒ Limited Liability Co (Complete Section 7)
☐ Club (Complete Section 8)
☐ Government (Complete Section 10)
☐ Trust (Complete Section 6)
☐ Tribe (Complete Section 6)
☐ Other (Explain) _____

SECTION 3 Type of license

1. Type of License: Series 10 Beer & Wine Off-Sale LICENSE # 10076776

SECTION 4 Applicants

1. Individual Owner/Agent's Name: Nations Randy D. P1002484
Last First Middle
2. Owner Name: Emerald Industries, LLC B1056741
(Ownership name for type of ownership checked on section 2)
3. Business Name: Valero B1008277
(Exactly as it appears on the exterior of premises)
4. Business Location Address: 6842 E. Thomas Road Scottsdale Arizona 85251 Maricopa
(Do not use PO Box) Street City State Zip Code County
5. Mailing Address: P.O. Box 2502 Chandler Arizona 85244-2502
(All correspondence will be mailed to this address) Street City State Zip Code
6. Business Phone: 480-423-5460 Daytime Contact Phone: 480-730-2675
7. Email Address: amynations@azlic.com
8. Is the Business located within the incorporated limits of the above city or town? ☒ Yes ☐ No
9. Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation? ☐ Yes ☒ No
If yes, what City, Town or Tribal Reservation is this Business located in: _____
10. Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store (license only) \$ _____

Fees: <u>100.00</u>	<u>100.00</u>	Department Use Only	<u>44.00</u>	\$ <u>244.00</u>
Application	Interim Permit	Site Inspection	Finger Prints	Total of All Fees
Is Arizona Statement of Citizenship & Alien Status for State Benefits complete? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
Accepted by: <u>SG</u>	Date: <u>5/24/14</u>	License # <u>10076776</u>		

SECTION 5 Interim Permit

- If you intend to operate business when your application is pending you will need an interim permit pursuant to ARS § 4-203.01
- There **MUST** be a valid license of the same type you are applying for currently issued to the location or for the replacement of a Hotel/Motel license with a Restaurant license pursuant to A.R.S. § 4-203.01.

1. Enter license number currently at the location: 10074346

2. Is the license currently in use? ☒ Yes ☐ No If no, how long has it been out of use? _____

Attach a copy of the license currently issued at this location to this application.

I, Maurice Khoury declare that I am the CURRENT OWNER, AGENT, OR CONTROLLING PERSON on the stated license and location.
(Print Full Name)

X SEE ATTACHED State of _____ County of _____
(Signature of CURRENT Individual Owner/Agent) The foregoing instrument was acknowledged before me this _____

My commission expires on: _____ of _____
Date Day Month Year

Signature of NOTARY PUBLIC

SECTION 6 Individual, Partnership, J.T.W.R.O.S, Trust, Tribe Ownerships

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE, AN "APPLICANT" TYPE FINGERPRINT CARD AND \$22 PROCESSING FEE FOR EACH CARD.

Individual

Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code

Is any person other than above, going to share in profit/losses of the business? ☐ Yes ☐ No

If Yes, give name, current address, and telephone number of person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City	State	Zip Code	Phone #

Partnership

Name of Partnership: _____

General-Limited	Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code
<input type="checkbox"/> <input type="checkbox"/>								
<input type="checkbox"/> <input type="checkbox"/>								
<input type="checkbox"/> <input type="checkbox"/>								
<input type="checkbox"/> <input type="checkbox"/>								

J.T.W.R.O.S (Joint Tenant with Rights of Survivorship)

Name of J.T.W.R.O.S: _____

Last	First	Middle	Mailing Address	City	State	Zip Code

STATE OF ARIZONA
DEPARTMENT OF LIQUOR LICENSES
AND CONTROL
ALCOHOLIC BEVERAGE LICENSE
License 10074346

Issue Date: 7/16/2002

Expiration Date: 12/31/2016

Issued To:

MAURICE NOOR KHOURY, Agent
ANMK INVESTMENTS INC, Owner

Location:

SCOTTSDALE MINI MART
6842 E THOMAS RD
SCOTTSDALE, AZ 85251

Mailing Address:

MAURICE NOOR KHOURY
ANMK INVESTMENTS INC
SCOTTSDALE MINI MART
6842 E THOMAS RD
SCOTTSDALE, AZ 85251



EXP 1 1/2016

POST THIS LICENSE IN A CONSPICUOUS PLACE

16 MAY 24 09:14 AM 8 68

COMMERCIAL REAL ESTATE AND ASSET PURCHASE AGREEMENT

THIS REAL ESTATE AND ASSET PURCHASE AGREEMENT (Agreement) is entered into as of this 7th day of March 2016 by and between Ibnnoor Management LLC and ANMK Investments Inc. (collectively referred to herein as "Seller") and Parviz Moghimi or a permitted assignee ("Buyer").

AGREEMENT: Whereas, Seller is the owner of the real property ("Property") at 6842 E. Thomas Rd. in the City of Scottsdale, County of Maricopa, State of Arizona and has conducted a business know as Valero or Scottsdale Mini-Mart ("Business") at the above address. Whereas, Seller and Buyer desire to set forth herein the terms and conditions of Seller's sale to Buyer of the property and the business assets and to let it be known by all parties that only the Company's assets (i.e. real property and business assets) are being sold and not the stock of the Corporation, if applicable.

In consideration of the obligations and undertakings hereinafter set forth, and in consideration of the sums to be paid by Buyer, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller and Buyer agree as follows:

PURCHASE PRICE:	\$1,800,000	
EARNEST DEPOSIT:	\$ 50,000	(to be wired or deposited into escrow upon acceptance within 1 business day of mutual execution of Agreement)
TOTAL DUE AT CLOSE OF ESCROW: (In certified funds)	\$1,750,000	

Unless specified otherwise, The "Due Diligence Period" shall be thirty (30) days from Open Escrow Date.

** Due Diligence dates will move to the next business day should the expiration dates for any time periods end on a holiday, Saturday or Sunday.

The Purchase Price shall include approximately 26,702 square feet of real property (APN 130-15-092B, Title Company to provide legal description), improvements, fixtures, equipment, goodwill, logos, customer lists, websites, URL names, e-mail addresses, vendor lists and catalogs, employee lists and information, computer and custom software, all transferable licenses, and Fuel Supply Contract (subject to approvals).

1. **EARNEST DEPOSIT:** The Earnest money shall be held in a federally insured depository and shall be applied as a credit toward payment of the Purchase price at Close of Escrow. If this agreement is terminated prior to the Due Diligence Date, the Earnest Money shall be refunded to Buyer without further consent of Seller. If this Agreement is terminated after the Due Diligence Date, the Escrow agent is instructed to release the Earnest Money to the Seller unless the termination is the result of Seller's default. Buyer acknowledges that the foregoing provisions are reasonable compensation for taking the Property and Business off the market if Buyer fails to proceed with the Closing for any reason other than Seller's default or as otherwise provided in this Agreement.

Receipt of the Earnest Deposit and Agreement (signed by Buyer and Seller) by the Escrow Officer shall constitute the Open Escrow Date.

2. **ESCROW AGENT AND CLOSE OF ESCROW:** Closing of this transaction shall occur on or before fifteen (15) days following the Due Diligence Date ("Close of Escrow Date") unless mutually extended in writing by the parties hereto. The parties designate American Title Service Agency as the Escrow Company at 2929 E Camelback Rd., Suite 218, Phoenix AZ 85016, and Terry-Ann Shepstead (602-424-7350) to act as Escrow Agent for this Closing. Each party agrees to pay one-half (1/2) of the Escrow agent's fees and expenses except for Escrow agent's breach of contract, willful misconduct or negligence. Seller and Buyer agree jointly and severally to pay on demand, as well as to attorneys' fees, expenses, obligations and liabilities in which good faith Escrow agent may, consistent with this Agreement, reasonably incur or sustain in connection with or arising out of the escrow.

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Buyer's Initials PM Seller's Initials PM

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The "Closing Date" shall be deemed the date of possession unless designated otherwise.

ARTICLE I

ASSETS

3. **ASSETS:** Subject to the terms and conditions set forth in this Agreement, Seller hereby sells, transfers, conveys and assigns to Buyer the personal property in **AS-IS-CONDITION**, and Seller makes no warranty of any kind, expressed or implied (including without limitation, any warranty of merchantability). Buyer hereby purchases from Seller, free and clear of all mortgages, liens, security interest, pledges and encumbrances, all of Seller's right, title in the business operation (the "Business") (collectively, the "Assets"). Seller further warrants and represents that all permits, licenses and certificates required by any governmental agency or body having jurisdiction over the Company and its business which are necessary to continue the operation at the present premises will be current and valid as of the Close of Escrow.

4. **INVENTORY:** In addition to the Purchase Price at the Closing, Buyer shall also purchase Seller's inventory of gasoline, marketable retail items and supplies at cost (collectively, "Inventory"). Seller and Buyer will jointly participate in a physical count of the Inventory at the Property by a third party selected by the Buyer and Seller. All marketable retail inventory shall be purchased at seventy percent (70%) of the Seller's retail prices. Fuel inventory shall be purchased at Seller's cost based on the most recent fuel delivery of each grade of fuel. Buyer and Seller agree to have Escrow agent provide an adjustment to the final settlement statement at Close of Escrow for the final Inventory amount.

5. **RISK OF LOSS OR DAMAGE:** All risk of loss or damages to the Assets being sold herein or to the Company's premises shall, if occurring prior to Close of Escrow, shall be the Seller's responsibility and Buyer shall assume all such risk of loss or damage following Close of Escrow.

6. **MAINTENANCE OF BUSINESS PREMISES:** Until possession of the Company's premises is given to Buyer at Close of Escrow, Seller agrees to maintain said premises, any built-in fixtures, and all heating, cooling, plumbing and electrical systems therein in good working order and repair, together with all other equipment and assets included in this Agreement. Prior to Close of Escrow, any expense to bring the premises to the necessary standards shall be paid in full by the Seller.

7. **COMPANY RECORDS:** At Close of Escrow, Seller shall deliver to Buyer any customer accounts and records and other documents pertinent to the operation of the "Business". Such records shall include copies of any documents necessary to enable Buyer to conduct the business with its suppliers and customers.

8. CONTINGENCIES (Property & Business Assets)

- A. **Due Diligence:** Seller shall provide Buyer with the business records by Open Escrow Date. Buyer has thirty (30) days (the **Due Diligence Period**) to complete due diligence of the business financial information, including three years profit and loss statements, three years of tax returns, any lease agreements, service agreements, warranties, maintenance agreements, Valero fuel supply agreement, copies of current government compliance test results, ALTA survey (if available), environmental site assessments, equipment lists, employee list, copies of licenses and permits, etc. Seller warrants the books and records that owner provides are those maintained in the ordinary and normal course of business and federal and state tax returns that Seller provides are copies of those filed with the applicable governmental agencies.

At the completion of the Buyer's "due diligence period", unless Buyer disapproves of the documents in writing to the Escrow agent, then documents shall be deemed to have Buyer's full and final approval. Buyer also understands and agrees that the information provided by the Broker has come from the Seller and Broker does not guarantee the profitability of the business or any future profits or performance of the business. Buyer has relied on his or her own counsel to advise them to continue or not to continue with the closing of the escrow and thereby relieve Seller and Broker from any and all liability now or in the future regarding the financial information.

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Buyer's Initials

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Seller's Initials

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B. Financing: n/a; bank financing is not involved in this transaction.

C. Environmental: Buyer shall approve the condition of property with regard to any prior contamination and therefore Buyer may elect to obtain a Phase I environmental assessment. Buyer has the Due Diligence Period to approve the environmental assessment. If there is no **written** disapproval to the Escrow agent within the Due Diligence Period, then this contingency is deemed to have Buyer's full and final approval.

D. Fuel Supply Contract: Buyer has the Due Diligence Period to obtain and accept the existing fuel supply contract with Arizona Fuels Distributing. If Buyer does not obtain approval for the fuel contract within the Due Diligence Period, Buyer may cancel this escrow and all deposits shall be returned to the Buyer. Upon Buyer's execution of a Fuel Supply Contract, it shall be deemed Buyer's full and final approval of the terms and conditions.

E. Appraisal: Buyer has the Due Diligence Period to obtain and review an appraisal if required. If Buyer is not satisfied with the appraisal, Buyer must put in **writing** its disapproval to the Escrow agent and, at that time, the earnest money becomes fully refundable provided the Due Diligence Period has not expired. If there is no **written disapproval** by end of the Due Diligence Period, then the appraisal is considered acceptable by the Buyer and is deemed to have Buyer's full and final approval. The appraisal shall be paid by the Buyer.

F. Survey: Buyer has the Due Diligence Period to obtain and review a survey if required. If Buyer is not satisfied with the survey, he must put in **writing** this disapproval to the Escrow agent and at that time the earnest money becomes fully refundable provided the Due Diligence Period has not expired. If there is no **written disapproval** by end of the Due Diligence Period, then the survey is considered acceptable by the Buyer and is deemed to have Buyer's full and final approval. The survey shall be paid by the Buyer.

G. Due Diligence Period: Buyer is aware and understands the importance of the "due diligence period". If there is no **written** disapproval on or before the end of the "due diligence period", the contingencies are considered **removed** and the earnest money becomes non-refundable; the Escrow agent is hereto instructed to continue forward with the Close of Escrow.

Initial: Buyer PM

DISCLOSURES:

Seller Property Disclosure Statement ("SPDS")

- a) ☐ Buyer has received, read, and approved SPDS
- b) ☐ Buyer waives review, and approval of SPDS.
- c) ☒ Seller shall deliver the SPDS to Buyer within five (5) days after opening of escrow.

9. PENDING LITIGATION: Prior to Close of Escrow and up to the day of Close of Escrow, Seller warrants and represents that there is no action, litigation, arbitration, or other legal proceeding pending, or, to the knowledge of the Seller, threatened against or affecting the Business Premises or any of the business assets, in any court or before any federal, state, or other governmental agency or authority, which would materially and adversely affect the business, or the business assets. No litigation and/or bankruptcy proceeding is pending or threatened in respect to Buyer which could interfere with Buyer's performance hereunder.

10. INDEMNIFICATION: Seller does hereby indemnify Buyer and hold Buyer harmless from and against all debts, claims, actions, causes of action, losses damage, now or existing or which may hereafter arise pertaining to Seller's past operation and ownership of the Property and Business **prior** to Close of Escrow. Buyer does indemnify and hold Seller harmless in similar fashion for all aspects of the ownership and operation of the Property and Business for the period **following** Close of Escrow.

11. TRANSFER OF LEASES, LICENSES, AND PERMITS: Seller shall transfer to Buyer any and all contractual leases, if any, at the Close of Escrow. Seller shall also assist Buyer in the transfer of the liquor license, if applicable, interim permits, lottery license and/or any other licenses and permits required to conduct business without interruption.

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12. **COVENANT NOT TO COMPETE:** Seller agrees that neither Seller nor any of its officers, directors, managing member, partner/partners will directly, indirectly, compete with Buyer in any activity relating to the Business being sold, have any interest directly or indirectly in any business engaged in the foregoing activities, aid or assist anyone else in engaging in such a business, or solicit any past or present customer and/or accounts of the Business for a radius of three (3) miles and a period of three (3) years from Close of Escrow.

13. **BILL OF SALE:** Seller shall provide an Equipment List with all the furniture and equipment being conveyed herein in writing to the Escrow agent within five (5) days after Open Escrow Date. At Close of Escrow, Seller shall deliver title of these assets to Buyer by way of Bill of Sale, wherein Seller warrants that it has a good and marketable title to the assets, free and clear of any liens and encumbrances. A Lien and Judgment search is to be done by the Escrow Company and the fee is to be split equally between Buyer and Seller.

14. **TAXES:** All sales, use, transaction privilege taxes, and other excise taxes relating to the Assets, the Business or the Business Premises have been fully paid for all applicable periods. All federal, state, local and other tax returns required to be filed by Seller, or relating to the operation of the Business Premises, which are due through the date hereof have been filed.

15. **ITEMS NOT SUBJECT TO THIS AGREEMENT:** Seller's accounts receivable, seller's cash on hand or in the bank, and any personal items such as: _____

The Business Trade Name (Scottsdale Mini-Mart) will be (check one) ☐ Included ☒ Not Included

Initials: PM AW
Buyer Seller

ARTICLE 11

THE REAL PROPERTY

16. **TITLE INSURANCE COSTS:** At Close of Escrow, Escrow Agent shall furnish to Buyer a standard owner's policy of title insurance ("Title Policy") in the amount of the Purchase Price insuring Buyer's title to the Property, subject only to the usual printed exceptions contained in such title insurance policies, the Permitted Exceptions, and any other matters approved in writing by Buyer or resulting from the act of Buyer or Buyer's agent. Seller shall pay that portion of the premium for the Title Policy equal to the premium for a standard coverage owner's title insurance policy in the amount of the Purchase Price, and Buyer shall pay the additional portion of the premium for the Title Policy required to obtain ALTA extended coverage, and any charges for any endorsements requested by Buyer.

Title Report: Buyer has five (5) business days to review and put into writing any objections to the title report. If there are no objections, Escrow will close with the title as written.

17. **REAL PROPERTY TAXES:** Real Property taxes payable by the Seller shall be prorated through Close of Escrow, based upon the latest tax bill available. The parties agree that any discrepancy between the latest tax bill available and the actual tax bill when received shall be handled as a Post Closing Matter and Buyer or Seller may be responsible for additional tax payments to each other.

18. **INSURANCE:** Buyer shall insure that any fire, casualty, or other insurance desired by Buyer, or required by any Lender, is in place at Close of Escrow. Buyer specifically releases Broker (s) from all obligations relating to such insurance.

19. **ASSESSMENTS:** The amount of any assessment that is a lien as of the Close of Escrow, shall be prorated and assumed by Buyer.

20. **IRS AND FIRPTA REPORTING:** Seller agrees to comply with IRS reporting requirements. If applicable, Seller agrees to complete, sign and deliver to Escrow Company a certificate indicating whether Seller is a foreign person or a non-resident alien pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA). Buyer acknowledges that if the Seller is a foreign person, the Buyer (or Escrow Company, as directed by Buyer) must withhold a tax equal to 10% of the purchase price, unless an exemption applies.

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Buyer's Initials PM Seller's Initials AW

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21. **ALLOCATIONS:** Seller and Buyer shall agree on the allocation of the Purchase Price among the Improvements and the Property at or before the Close of Escrow. Such allocation shall be binding on the parties hereto for all purposes, including reporting of gain or loss and determination of basis for income tax purposes, and Buyer and Seller agree that they will file a statement setting forth such allocation with their federal income tax returns and will also file such further information or take such further actions as may be necessary to comply with the Treasury Regulations. If parties cannot agree on Allocation, the most recent appraisal shall be the basis of Allocation.

22. **OTHER TERMS AND CONDITIONS:** _____

23. **FAMILIARIZATION:** For a period of one week from the Closing Date, Seller, acting through a management level employee or member, agrees to work with Buyer, for no more than forty hours total, on an as-needed basis, without charge, to familiarize and acquaint Buyer with all material aspects of the Seller's Business operations.

24. **AS IS CONDITION:** Buyer acknowledges and agrees that, except as specifically provided in this Agreement and except for warranties of title included in the deed, Seller has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied.

25. **ASSIGNMENT:** Notwithstanding anything to the contrary contained herein, Buyer shall have the right to assign this contract prior to Closing, to an affiliated entity that is majority owned and majority controlled by Buyer, provided such assignee assumes all rights, duties and obligations of Buyer under this Agreement. Notwithstanding, Buyer shall not be relieved of any liability under this Agreement.

26. **DATES AND TIMES:** Time is of the essence of this Agreement. Unless expressly stated otherwise, all time periods shall be measured in calendar days. If any date set forth in this Agreement for the delivery of any document or notice should fall on a weekend or holiday, then such date shall be automatically extended to the next succeeding business day.

27. **GOVERNING LAW / JURISDICTION:** This Agreement shall be construed and enforced in accordance with the Laws of the State of Arizona without choice of law provisions.

28. **HEADINGS:** The paragraph headings, which appear in some of the Sections of this Agreement, are for purposes of convenience and reference and are not in any sense to be construed as modifying the Sections in which they appear.

29. **AUTHORITIES OF THE PARTIES:** Seller warrants and represents that it is a Limited Liability Company duly organized and existing in good standing under the laws of the State of Arizona. Seller has full power and authority to enter into this Agreement and to conclude the transaction described herein.

30. **ARBITRATION OF DISPUTES:** Any dispute or claim in law or equity arising out of this contract or any resulting transaction shall be decided by neutral binding arbitration in accordance with the rules of the American Arbitration Association, and not by court action except as provided by Arizona law for judicial review of arbitration proceedings. *** "Notice" By initialing in the space below you are agreeing to have any dispute arising out of the matters included in the "Arbitration of Disputes" provision decided by neutral, binding arbitration as provided by Arizona law and you are giving up any rights you may possess to have the dispute litigated in a court or jury trial. By initialing in the space below you are giving up your judicial rights to discovery and appeal; unless those rights are specifically included in the "Arbitration of Disputes" provision. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under the authority of the Arizona code of civil procedure. Your agreement to this arbitration provision is voluntary. We have read and understand the foregoing and agree to submit disputes arising out of the matters included in the "Arbitration of Disputes" provisions to neutral, binding arbitration.

Buyer's Initials PM Seller's Initials (PM)

31. **NOTICES:** This Purchase Agreement and Receipt constitutes the complete and entire agreement between the parties. No modifications to or deletions from this Agreement shall be effective unless executed by the parties hereto in writing. Notices shall be provided to the addresses specified below (or facsimile numbers, as applicable):

Page 5 of 8

Buyer's Initials PM Seller's Initials (PM)

9590 E. Ironwood Square Dr. Ste. 215, Scottsdale, AZ. 85258
Phone (480) 391-8800 – Fax (480)-391-7722

3/8/2016 7:03:41 PM

Seller: Name: Ibnnoor Management, LLC and ANMK Investments, Inc.
Address: 4601 E Chandler Blvd., Ahwatukee, AZ 85048
Cell: 480-326-1404
E-Mail: mokhoury@hotmail.com
Attn: Maurice Khoury

With copy to: Name: Commercial Plus, LLC
Address: 9590 E. Ironwood Square Dr., Ste. 215
Scottsdale, AZ. 85258
Phone: 480-391-8800
Fax: 480-391-7722
Attn: Joe Balbona, Agent
E-Mail: Joe@commercialplus.com
Cell: 602-390-7237
Attn: Jeff Pavone, Agent
E-Mail: Jeff@commercialplus.com
Cell: 602-757-1514
Attn: Leona Voltz, Designated Broker
E-Mail: Leona@commercialplus.com
Cell: 480-586-1321

Buyer: Name: Parviz Moghimi
Address: _____
Cell: _____
E-Mail: _____

With copy to: Name: Thomas Noble, Platinum Premier Realty
Address: 8755 E. Bell Road, Suite 106, Scottsdale, AZ 85260
Office: 480-720-9696
E-Mail: tomnoble@platinumpremierrealty.com

To Escrow Agent: Name: American Title Service Agency
Address: 2929 E Camelback Rd., Suite 218, Phoenix AZ 85016
Phone: 602-424-7300
Direct: 602-424-7350
Fax: 602-424-7351
E-Mail: tashepstead@atsaaz.com
Attn: Terry-Ann Shepstead

Buyer, Seller or Escrow agent may change its address for notice by giving notice of change of address in the manner provided above. The inability to deliver because of a changed address of which no notice was given, or rejection or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept.

32. BUYER'S OFFER: Buyer's offer herewith made shall be open for Seller upon acceptance. The undersigned Buyer expressly acknowledges fully ready, understanding and receiving a true copy of this document.

33. SELLER ACCEPTANCE: Seller accepts the foregoing offer and agrees to sell the above described Property and the Business assets on the terms and conditions of the foregoing agreement.

34. BROKER AUTHORIZATION: Commercial Plus, LLC, together with the Broker's licensees, is authorized to represent the Seller in this transaction. Thomas Noble, Platinum Premier Realty, is authorized to represent the Buyer.

35. BROKER COMMISSION: A real estate commission shall be payable by Seller to Commercial Plus, LLC, at the Close of Escrow as provided for in the Agreement between the Seller and Commercial Plus, LLC. If Buyer defaults on a fully executed

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Buyer's Initials PM Seller's Initials PM

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Phone (480) 391-8800 – Fax (480) 391-7722

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contract and the earnest money is released to the Seller for compensation, the earnest money will be split 50% equally between Seller and Commercial Plus, LLC but not to exceed the amount of the commission. Seller agrees to make sure any agreement, written or otherwise, between it and a buyer, contains language that give effect to this paragraph; i.e., that a contract between Seller and a Buyer regarding the Real Property or Assets will contain language that mandates that the Broker will be paid out of escrow as contemplated by this paragraph.

Commercial Plus LLC shall pay Buyer's Broker, Platinum Premier Realty (Thomas Noble), a real estate commission of 2% of Purchase Price at Close of Escrow, in accordance with a separate co-broker agreement.

36. RELEASE OF BROKER: Seller and Buyer hereby acknowledge that they have been and are now advised by the Broker(s) to consult and retain their own experts to advise and represent them concerning the legal and income tax effects of this contract, and the condition of the property. Seller and Buyer hereby expressly release, hold harmless and indemnify all Broker(s) in this transaction from any and all liability and responsibility regarding the conditions, square footage/acreage, lot lines or boundaries, value, financing, rent rolls, income and expense projections or proformas, environmental conditions, sanitation systems, roof condition, wood infestation and wood infestation report, compliance with building codes, zoning or other governmental regulations, or any other material matters relating to the property.

Buyer's initials PM Seller's initials PM

37. DEFAULT REMEDIES, AND LIQUIDATED DAMAGES: If either party defaults in any respect on any material obligations under this Agreement, the non-defaulting party may elect to be released from all obligations under this Agreement by canceling this Agreement. If Buyer cancels this Agreement as the result of Seller's breach, Buyer may thereafter proceed against the Seller upon any claim or remedy, which the Buyer may have in law or equity. In the case of the Seller, because it would be difficult to fix actual damages in the event of Buyer's default, the amount of any Earnest Money Deposit shall be deemed a reasonable estimate of the damages, and Seller shall retain fifty percent (50%) of the Earnest Money Deposit as Seller's sole right to damages, and Broker shall retain the remaining fifty percent (50%) of the Earnest Money Deposit as Broker's sole right to damages. If Buyer or Seller files suit against the other to enforce any provision of this Agreement or for damages sustained by reason of its breach, all parties prevailing in such action, on trial or appeal, shall receive their reasonable attorney's fees and costs as awarded by the court. Costs shall include, but not be limited to, attorney's fees, expert witness fee, and court costs.

38. BINDING NATURE: This Purchase Agreement shall be binding upon and inure to benefit of the parties hereto and their respective heirs, representatives, successors and assigns.

39. COMPLETE AGREEMENT: This Agreement (including the Schedules attached hereto and which are by reference incorporated herein) contains the complete agreement between Buyer and Seller with respect to subject matter hereof and supersedes any prior understandings, letters of intent, agreements or representations by or between the parties, whether written or oral.

40. COUNTERPARTS: This Agreement may be executed in multiple counterparts, and when a counterpart has been executed by each of the parties hereto, such counterparts, taken together, shall constitute a single agreement. Duplicate and/or faxed originals may also be utilized, each of which shall be deemed an original document.

☐ Counter Offer is attached, and is incorporated herein by reference. Seller must sign both the Contract and the Counter Offer. If there is a conflict between this Contract and the Counter Offer, the provisions of the Counter Offer shall be controlling.

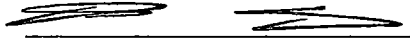
THIS IS A LEGALLY BINDING DOCUMENT, READ IT CAREFULLY. IF YOU DO NOT UNDERSTAND IT, CONSULT AN ATTORNEY. BROKER IS NOT AUTHORIZED TO GIVE LEGAL ADVICE.

SELLER

Executed by Seller this 9th day of March, 2016

Name of Seller: Ibnnoor Management, LLC and ANMK Investments, Inc.

Signed:


Maurice Khoury, Member/Manager and President

BUYER

Executed by Buyer this 3/8/2016 day of _____, 2016

Name of Buyer: Parviz Moghimi and/or assignee

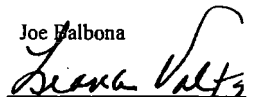
Signed:

Parviz Moghimi

Seller's Broker: Commercial Plus, LLC

Name of Agent: Joe Balbona

Broker Approval:



Leona Voltz, Designated Broker
Commercial Plus, LLC

Date: 3-10, 2016

Escrow Agent: Terry-Ann Shepstead

Date: _____

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3/8/2016 7:03:41 PM

SECTION 6 - continued**TRUST**

Name of Trust: _____

Last	First	Middle	Mailing Address	City	State	Zip Code

TRIBE

Name of Tribal Ownership: _____

Last	First	Middle	Mailing Address	City	State	Zip Code

SECTION 7 Corporations/ Limited Liability Co

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE, AN "APPLICANT" TYPE FINGERPRINT CARD AND \$22 PROCESSING FEE FOR EACH CARD.

☐ Corporation Complete Questions 1, 2, 3, 4, 5, 6, and 7☒ L.L.C. Complete Questions 1, 2, 3, 4, 5, 6, and 71. Name of Corporation/ L.L.C.: Emerald Industries, LLC2. Date Incorporated/Organized: 03/24/2016 State where Incorporated/Organized: Delaware3. AZ Corporation or AZ L.L.C File No: R20790584 Date authorized to do Business in AZ: 04/06/20164. Is Corp/L.L.C. Non Profit? ☐ Yes ☒ No

5. List Directors, Officers, Members in Corporation/L.L.C:

Last	First	Middle	Title	Mailing Address	City	State	Zip Code
Moghimi	Parviz	N/M	Manager	4634 E. Old Mill Road	Tucson, Arizona		85712
Mahmoudi	Hamed	N/M	Member	4634 E. Old Mill Road	Tucson, Arizona		85712

(Attach additional sheet if necessary)

6. List all Stockholders / percentage owners who own 10% or more:

Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code
Mahmoudi	Hamed	N/M	100%	4634 E. Old Mill Road	Tucson, Arizona		85712

(Attach additional sheet if necessary)

7. If the corporation/ L.L.C are owned by another entity, attach an Organizational **FLOWCHART** showing the structure of the ownership. Attach additional sheets as needed in order to disclose the Officers, Directors, Members, Managers, Partners, Stockholders and percentage owners of those entities.

SECTION 8 Club Applicants

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE, AN "APPLICANT" TYPE FINGERPRINT CARD AND \$22 PROCESSING FEE FOR EACH CARD

1. Name of Club: _____
2. Is Club non-profit? ☐ Yes ☐ No
3. List all controlling members (minimum of four (4) requested)

Last	First	Middle	Mailing Address	City	State	Zip Code

(Attach additional sheet if necessary)

SECTION 9 Probate, Will Assignment or Divorce Decree of an existing Liquor License

1. Current Licensee's Name: _____
(Exactly as it appear on the license) Last First Middle
2. Assignee's Name: _____
Last First Middle
3. License Type: _____ License Number: _____

ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE.

SECTION 10 Government (for cities, towns, or counties only)

1. Government Entity: _____
2. Person/Designee: _____
First Last Middle Day time Contact Phone #

A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISE FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

SECTION 11 Location to Location Transfer: Series 6 Bar, Series 7 Beer & Wine Series 9 Liquor Stores only)

1. Current Business: Name: _____
Address: _____
(Exactly as it appears on license)
2. New Business: Name: _____
Address: _____
1. License Type: _____ License Number: _____

SECTION 12 Person to Person Transfer

Questions to be completed by Current Licensee (Bar and Liquor Stores Only- Series, 06, 07, and 09)

1. Individual Owner / Agent Name: _____ Entity: _____
Last First Middle (Individual, Agent, Etc.)

2. Ownership Name: _____
(Exactly as it appears on license)

3. Business Name: _____
(Exactly as it appears on license)

4. Business Location Address: _____
Street City State Zip

5. License Type: _____ License Number: _____

6. Current Mailing Address: _____
Street City State Zip

7. Have all creditors, lien holders, interest holders, etc. been notified? ☐ Yes ☐ No

8. Does the applicant intend to operate the business while this application is pending? ☐ Yes ☐ No

If yes, complete Section 5 (**Interim Permit**) of this application; attach fee, and current license to this application.

9. I, (Print Full Name) _____ hereby authorize the department to process this Application to transfer the privilege of the license to the applicant provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, (Print Full Name) _____, declare that I am the **CURRENT OWNER, MEMBER, PARTNER STOCKHOLDER or LICENSEE** of the stated license. I have read the above Section 12 and confirm that all statements are true, correct, and complete.

NOTARY

X _____
(Signature of CURRENT Individual Owner/Agent)

State of _____ County of _____
The foregoing instrument was acknowledged before me this

My commission expires on: _____
Date

_____ of _____
Day Month Year

Signature of NOTARY PUBLIC

SECTION 13 Proximity to Church or School

Questions to be completed by all in-state applicants.

A.R.S. § 4-207. (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building.

The above paragraph DOES NOT apply to:

a) Restaurant license (§ 4-205.02) Series 12

b) Hotel/motel license (§ 4-205.01) Series 11

c) Microbrewery Series 3

d) Craft Distillery Series 18

e) Government license (§ 4-205.03) Series 5

f) Fenced playing area of a golf course (§ 4-207(B)(5))

g) Wholesaler Series 4

h) Farm Winery Series 13

1. Distance to nearest School: 1,300 Feet

(If less than one (1) mile note footage)

Name of School: Coronado High SchoolAddress: 7501 E. Virginia Avenue Scottsdale, AZ 852572. Distance to nearest Church: 1,960 Feet

(If less than one (1) mile note footage)

Name of Church: Scottsdale Christian ChurchAddress: 7934 E. Oak Street Scottsdale, Arizona 85257**SECTION 14 Business Financials**1. I am the: ☐ Lessee ☐ Sub-lessee ☒ Owner ☐ Purchaser ☐ Management Company

2. If the premise is leased give lessors:

Name: _____

Address: _____
Street City State Zip

3. Monthly Rent/ Lease Rate: \$ _____

4. What is the remaining length of the lease? Yrs. _____ Months _____

5. What is the penalty if the lease is not fulfilled? \$ _____ or Other: _____

(Give details-attach additional sheet if necessary)

6. Total money borrowed for the Business not including lease? \$ 0

Please List Lenders/People you owe money to for business.

Last	First	Middle	Amount Owed	Mailing Address	City	State	Zip

(Attach additional sheet if necessary)

7. What type of business will this license be used for (be specific)?

Gas Station and Convenience Store8. Has a license or a transfer license for the premises on this application been denied by the state with in the past (1) year? ☐ Yes ☒ No If yes, attach explanation.9. Does any spirituous liquor manufacture, wholesaler, or employee have an interest in your business? ☐ Yes ☒ No10. Is the premises currently license with a liquor license? ☒ Yes ☐ No

If yes, give license number and licensee's name:

License #: 10074346 Individual Owner /Agent Name: Maurice Khoury
(Exactly as it appears on license)

SECTION 15 Restaurant or hotel/motel license applicants

1. Is there an existing Restaurant or Hotel/Motel Liquor License at the proposed location? ☐ Yes ☐ No
2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.
3. All Restaurant and Hotel/Motel applicants must complete a Restaurant Operation Plan form provided by the Department of Liquor Licenses and Control.
4. As stated in A.R.S. § 4-205.02. (H)(2), a Restaurant is an establishment which derives at least forty (40) percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from sales of food and spirituous liquor on the licensed premises. By applying for this ☐ Restaurant ☐ Hotel/Motel, I certify that I understand that I must maintain a minimum of forty (40) percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit form with this application.

(Applicant's Signature)

5. I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing; specify why the extension is necessary; and the new inspection date you are requesting.

(Applicant's Initials)

SECTION 16 Diagram of Premises

Check ALL boxes that apply to your business:

- | | | | |
|---|--|---------------|---|
| <input checked="" type="checkbox"/> Entrances/Exits | <input checked="" type="checkbox"/> Liquor storage areas | Patio: | <input type="checkbox"/> Contiguous |
| <input type="checkbox"/> Walk-up windows | <input type="checkbox"/> Drive-through windows | | <input type="checkbox"/> Non Contiguous |

1. Is your licensed premises currently closed due to construction, renovation or redesign? ☐ Yes ☒ No
If yes, what is your estimated completion date? _____

Month/Day/Year

2. **Restaurants and Hotel/Motel** applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Place for diagram is on section 16 number 6.
3. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored on the premises unless it is a restaurant (see # 3 above).
4. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises such as parking lots, living quarters, etc.
5. **As stated in A.R.S. § 4-207.01 (B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to the boundaries, entrances, exits, added or deleted doors, windows, service windows or increase or decrease to the square footage after submitting this initial diagram.**

(Applicant's Initials)

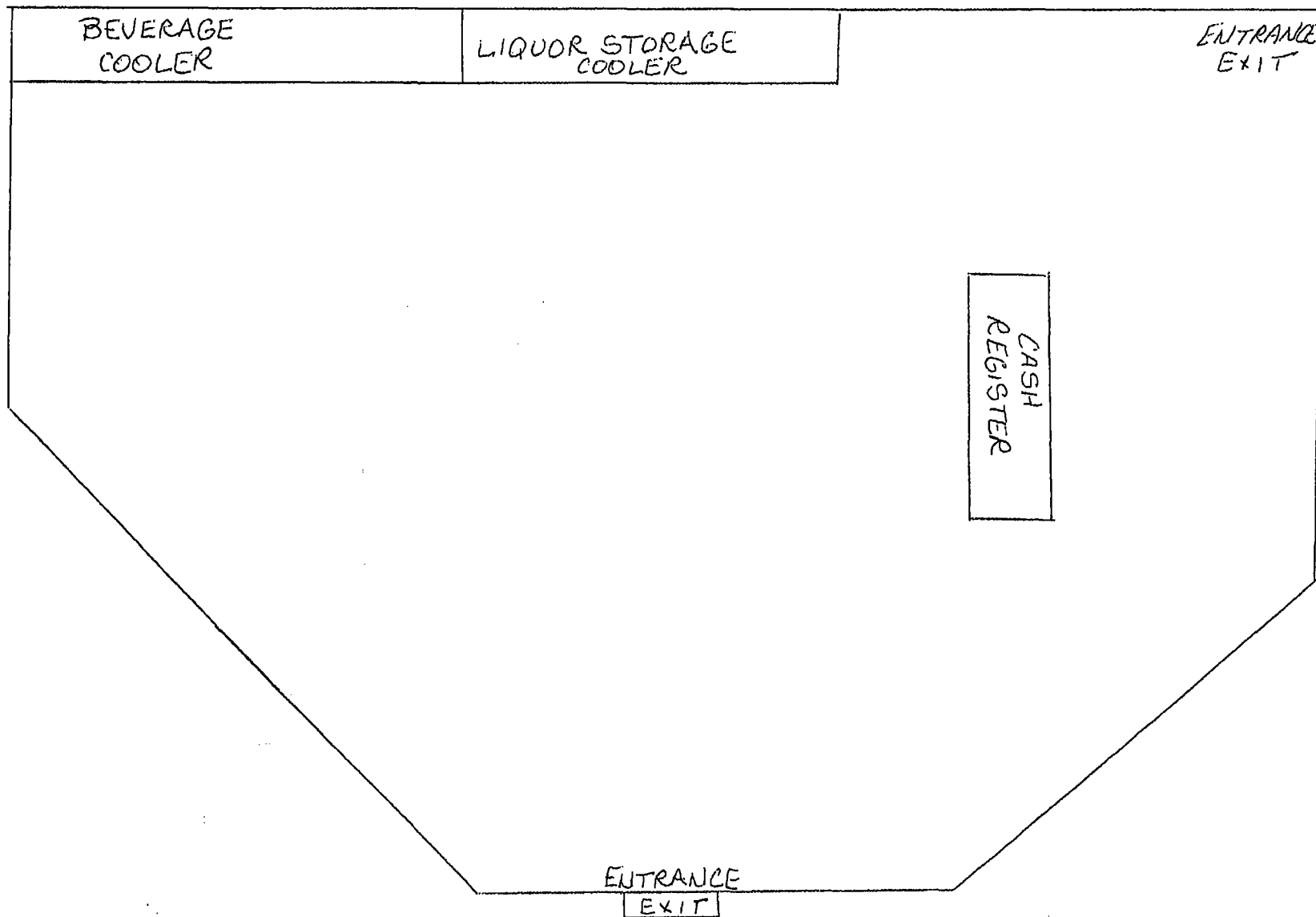
SECTION 16 Diagram of Premises – continued

6. On the diagram please show only the areas where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, hi-top tables, dining tables, dining chairs, dance floor, stage, game room, and the kitchen. DO NOT include parking lots, living quarters, etc. When completing diagram, North is up ↑.

If a legible copy of a rendering or drawing of your diagram of the premises is attached to this application, please write the words "DIAGRAM ATTACHED" in the box provided for the diagram on the application.

DIAGRAM OF PREMISES

SEE ATTACHED



2900M

SECTION 17 SIGNATURE BLOCK

NOTARY

I, (Print Full Name) Randy D. Nations, hereby declare that I am the Owner/Agent filing this application as stated in Section 4# 1. I have read this application and verify all statements to be true, correct and complete.

X


(Signature of CURRENT Individual Owner/Agent)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this

My commission expires on



OFFICIAL SEAL
MIRANDA BUSTAMANTE
Notary Public - Arizona
MARICOPA COUNTY
My Commission Expires
MARCH 10, 2020

23rd
Day

of

May
Month

2016
Year



Signature of NOTARY PUBLIC

A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.